

EXHIBIT 52

Kathy Cole

From: "Patrick Dellorusso" <pd129@gmail.com>
To: <kathy.cole@gymdoors.com>; "Stephen Cole" <steve.cole@gymdoors.com>
Sent: Monday, November 16, 2009 4:10 PM
Subject: Fwd: Thank you
Great news see below

Begin forwarded message:

From: "Carl Thurnau" <CTHURNAU@MAIL.NYSED.GOV>
Date: November 16, 2009 10:53:38 AM EST
To: "Patrick DelloRusso" <patd@safepathsystems.com>
Subject: Re: Thank you

Patrick, one more question.

I just got a question from the NJ legislature. They are apparently contemplating a similar law to retrofit existing partitions.

I have the historical data from when we did it, but not current info. Can you provide a ballpark for the current cost to provide the safe path system per New York requirements, ie:

Two spring key switches on opposite sides and opposite ends, motion sensors, pocket protection, etc.

I understand it is only an estimate as the size of partitions and spaces vary widely.

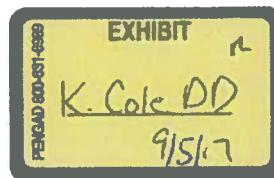
Carl.

Patrick DelloRusso
<patd@safepathsystems.com> 11/13/2009
6:50 AM >>>

Carl I want to thank you for your time in allowing me to explain that Safe Path is now a company with new ownership and that as the CEO I am committed to moving it in the right direction. I look forward to working with all the facility directors throughout NYS. I assure you the inspections will be done in a seamless and cost effective way. Should you or any of your facility directors have any questions or concerns please do not hesitate to call me directly. I am sure that the silence you hear in the future will be golden.

Sincerely,

Patrick DelloRusso
CEO
Safe Path Systems, LLC
516.754.2379
www.safepathsystems.com



11/17/2009

P044941

Kathy Cole

From: "Molly Slingerland" <Slingerland@ppag.com>
To: "Kathy Cole" <kathy.cole@gymdoors.com>
Cc: "Dale Florio" <Florio@ppag.com>
Sent: Tuesday, November 17, 2009 12:37 PM
Subject: NY

Kathy,

Sounds like last week's meeting with Carl was exactly what you folks were looking for--great news. We are hopeful that things continue to progress and let us know if there is anything else. Take care, Molly

Molly J. Slingerland
Princeton Public Affairs Group
609.396.8838
518.813.9204
slingerland@ppag.com

Celebrating 22 Years!

3/18/2011

P044937

Kathy Cole

From: "Patrick DelloRusso" <patd@safepathsystems.com>
To: <steve.cole@gymdoors.com>
Cc: <kathy.cole@gymdoors.com>
Sent: Sunday, December 06, 2009 11:01 PM
Subject: meetings this week with facility directors
East Rockaway 12/7 10am, Levittown 12/8 1pm, Babylon 12/11 1pm



Patrick DelloRusso
President/CEO
Safe Path Systems, LLC
516.754.2379
www.safepathsystems.com

3/18/2011

P013005

Steve Cole

From: Steve Cole [steve.cole@gymdoors.com]
Sent: Tuesday, December 22, 2009 5:20 PM
To: Blackberry (stephen.cole1@sprint.blackberry.net)
Subject: FW: trying to reach you

From: Patrick DelloRusso [mailto:patd@safepathsystems.com]
Sent: Tuesday, December 22, 2009 12:16 PM
To: Steve Cole
Subject: Fwd: trying to reach you

See below your thoughts? Give me a call

Begin forwarded message:

From: Patrick DelloRusso <patd@safepathsystems.com>
Date: December 22, 2009 12:14:07 PM EST
To: Tri-State Folding Partition <tristatefolding@optonline.net>
Subject: Re: trying to reach you

Pete give me the names of the companies and the school districts they are working in contact #'s would be helpful. When I started in the metro area we had the same problem. I was able to resolve it and all the certified service centers are satisfied

On Dec 22, 2009, at 10:55 AM, Tri-State Folding Partition
<tristatefolding@optonline.net> wrote:

Pat,

I am in and out, but December is a busy month for us here. A couple of my concerns are, there are no guarantees to my company in regards to projected sales. That being the case, there is a commitment on my end, but not on yours. I am not sure how we get around the fact that there are a number of companies doing this and we have a problem with competitors low balling.

PS: our number on the website is incorrect.

Pete
Marie Delaney
Tri-State Folding Partitions Inc.
845-352-4944

-----Original Message-----

From: Patrick DelloRusso [mailto:patd@safepathsystems.com]
Sent: Monday, December 21, 2009 6:50 PM
To: tristatefolding@optonline.net

6/7/2010

P046990

Subject: trying to reach you

Pete I called your cell and left a message at your office give me a call

<safe_path_logo.gif>

Patrick DelloRusso
President/CEO
Safe Path Systems, LLC
516.754.2379
www.safepathsystems.com

6/7/2010

P046991

(53)

Steve Cole

From: Patrick DelloRusso [patd@safepathsystems.com]

Sent: Monday, January 04, 2010 8:35 AM

To: steve.cole@gymdoors.com

Cc: kathy.cole@gymdoors.com

Subject: reminder

meeting with Jonathon Hark this morning 10am



Patrick DelloRusso
President/CEO
Safe Path Systems, LLC
516.754.2379
www.safepathsystems.com

6/8/2010

P013011

4 (54)

Steve Cole

From: Patrick DelloRusso [patd@safepathsystems.com]

Sent: Monday, January 11, 2010 7:43 AM

To: steve.cole@gymdoors.com

Subject: FW:

BINGO!!!! STEVE TAKE A LOOK AT THIS GIVE THIS SOME THOUGHT GIVES US LEVERAGE WITH PETE AND RON



Patrick DelloRusso
President/CEO
Safe Path Systems, LLC
516.754.2379
www.safepathsystems.com

From: info@qaplaonline.com [mailto:info@qaplaonline.com]

Sent: Monday, January 11, 2010 4:24 AM

To: patd@safepathsystems.com

Subject:

Pat,

I am very much interested in becoming a Safe-Path dealer. I have installed quite a few units over the years. I'll give you a call this week; not sure which day yet. Fortunately we are rather busy.

Jim Petriello

Guardian Gym Equipment

845-353-1222

845-353-6846 fx

www.4-guardian.com

6/8/2010

P013006

Steve Cole

From: Patrick DelloRusso [patd@safepathsystems.com]
Sent: Tuesday, February 16, 2010 9:38 PM
To: steve.cole@gymdoors.com
Subject: meeting tomorrow
Steve Im meeting with fred koebel 12pm I will call you when Im finished

Sincerely,



Patrick DelloRusso
President/CEO
Safe Path Systems, LLC
516.754.2379
www.safepathsystems.com

12/18/2012

P013012

From: Melissa Mackey <melissa.mackey@gymdoors.com>
Sent: Friday, November 13, 2009 9:30 AM
To: 'Patrick DelloRusso' <patd@safepathsystems.com>
Subject: RE: safe path logo
Attach: License Agreement-Athletic Services Corp.doc; License Agreement-BR Johnson Inc..doc; License Agreement-Long Island Automatic Door.doc; License Agreement-YES.doc; safepath_fullcolor_hi (2).jpg; image001.gif

Here you go

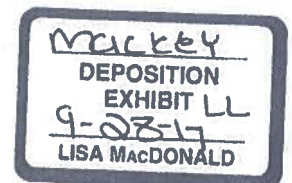
Melissa ☺

From: Patrick DelloRusso [mailto:patd@safepathsystems.com]
Sent: Friday, November 13, 2009 5:41 AM
To: melissa.mackey@gymdoors.com
Subject: safe path logo

melissa please send me a safe path logo file to be used on a flyer and also the 4 licensing agreements for the certified service centers thx



Patrick DelloRusso
CEO
Safe Path Systems, LLC
516.754.2379
www.safepathsystems.com



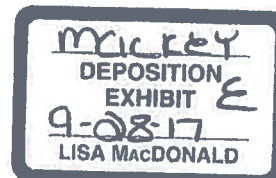
P020004

From: Melissa Mackey <melissa.mackey@gymdoors.com>
Sent: Monday, November 23, 2009 12:12 PM
To: 'Patrick DelloRusso' <patd@safepathsystems.com>
Subject: RE: Revisions to company paperwork
Attach: Manufacturers Instructions.doc; MANUFACTURERS MAINTENANCE
PROCEDURE 2009.doc

Pat,

Please review the attached to documents. Revisions have been made to include AAADM certification.

Thank You
Melissa Mackey
Gym Door Repairs, Inc.





Safe Path Systems, LLC- 147-20 184th Street, Jamaica, NY 11413

MANUFACTURER'S INSTRUCTIONS

The purpose of this document is to help ensure the proper installation, maintenance and repair procedures for the correct function of this Life Safety Detection Equipment. Established standards pursuant to education law section 409-f, relating to the construction, maintenance and operation of electrically operated partitions located in classrooms or other facilities used by students in public and non-public schools or educational institutions within the state relate directly to our specific Safe Path patented and trade marked safety detection system requirements.

The patented design is recognized throughout the United States and Canada. Since 1991, our extensive efforts working closely with the New York State Education Department set the standard for these equipment requirements.

Together we have also developed a Staff Training Procedure which satisfies Commissioner's Regulation 155.25. New York State is the only state in the nation requiring safety devices for electrically operated partitions and dividers. The Safe Path™ life safety detection system has been installed in many locations across America and these manufacturer's instructions are consistent and apply to all states and are not limited to New York State.

Our ongoing commitment to provide qualified individuals with the knowledge and training required to perform any procedures is imperative to the safety of school children as they are required to assemble in areas and forced to be in close proximity to dangerous equipment every day.

Manufacturer's responsibility and moral obligation demand the proper performance of each and every system continually. The correct function of individual components and precise communication between them is critical.

Only Certified Technicians employed by a Licensed and Authorized Dealer may perform any procedures relating to the Safe Path™ life safety detection system.

Only AAADM (American Association of Automatic Door Manufacturer's) certified technicians may perform any procedures relating to the Safe Path™ Life Safety Detection System.

The Manufacturer's suggested service interval is at least annually.

These manufacturer's instructions precede and refer to qualifications, training, certified technicians, licensing and authorization, physical maintenance procedures, staff training procedures, education department regulations and satisfactory documentation of mandatory requirements.

ATTACHMENT INFO

Location: GDRI ESI Production (1344 of 8688)

From: Melissa Mackey
<melissa.mackey@gymdoors.com>

Sent: Monday, November 23, 2009 12:12 PM

Subject: RE: Revisions to company paperwork

Attachment: 2 of 4 (Manufacturers
Instructions.doc^Contents.QPH)

Comments: UNSUPPORTED OR EXCLUDED FILE TYPE

ATTACHMENT INFO



MANUFACTURERS MAINTENANCE PROCEDURE

PHYSICAL MAINTENANCE REQUIREMENTS

1. Perform a visual inspection of all individual components for damage, improper application or incorrect location.
2. Clean the exterior of each PIR lens with soap and water or a damp cloth – dry completely. Re-secure all protective metal covers to correct torque and align for clear and proper projection of PIR detection zones.
3. Check torque of securing assembly at arming key switch and re-secure as required.
4. Inspect posted signage at each key control station for correct positioning and compliance with NYSED regulations – securing as required.
5. Check LED's at key stations for proper illumination and function.
6. Inspect wiring connections – retorquing terminals as required.
7. Check all wiring, conduits and connections for compliance with the latest edition of the National Electric Code and local codes which have jurisdiction.
8. Remove the existing security seal on the system control panel and access – inspect for correct wiring hook-ups in accordance with manufacturers instruction. Check all terminals for secure connection – resealing to proper torque as required. Test for proper operating voltage at upper and lower areas of enclosure. Inspect for isolated voltages – line voltage at lower portion of the enclosure/low voltage at upper portion of the enclosure.
9. Perform AMP test on the power output terminals within the system control panel, checking for excessive power draw from system components. Unacceptable reading shall prompt further inspection of individual components for correct function. Calculation of all system components is necessary for determining acceptable power draw as site conditions and the number of components may vary.
10. Provide new security seal/ # on system control panel.
11. Test anti-masking function of all PIR sensors which incorporate this feature.

TESTING OF THE SAFE PATH SYSTEM

1. Try to operate the partition without arming the Safe Path system. The partition should not be operable.
2. Arm the Safe Path System.
 - a. Operator #1 turns and holds the slave key in either "on" position.
 - b. The green LED on the master key will go on.
 - c. Operator #2 arms the Safe Path System. The red and green LED on the master key will go on.
 - d. Operate the partition.
 - e. During operation, Operator #1 must release the slave key. The partition must stop and the alarm must sound.
 - f. Operator #2 disarms the Safe Path System. Alarm must turn off.
3.
 - a. Have two operators arm the Safe Path System and operate the partition.
 - b. Have a third person cross the PIR sensors detection zones.
 - c. The partition must stop and the alarm must sound.
 - d. Disarm the Safe Path System.
4.
 - a. Have one operator turn the slave key and hold in the "on" position. The green LED at the master station will go on.
 - b. A second person must cross PIR sensors detection zones.
 - c. The green LED must go off.
 - d. A second person must stand clear of PIR zones and wait for PIR's to reset. The green LED at the master station will go on.
 - e. A second person must cross PIR sensors detection zones at different locations.
 - f. The green LED must go off whenever the PIR sensors detection zones are crossed.
 - g. Walk test the entire span on both sides of the partition.
5. Pocket intrusion – if installed in pocket or between bleachers.
 - a. Reset pocket intrusion – requires two operators to turn both reset switches at the same time.
 - b. Walk into the pocket area. The intrusion should activate indicated by a flashing red LED at the reset switch plates.
 - c. With the pocket intrusion key switches flashing red, have one operator turn and hold the slave key switch in the "on" position.
 - d. The green LED on the master switch must not go on.
 - e. Reset the pocket intrusion switches and have the operator turn and hold the slave key switch. The green LED on the master switch must go on.

STAFF TRAINING

1. Provide a staff training procedure materials kit.
 - a. For use at each building location which has electrically operated partitions in use.
 - b. All school employees and all other persons who regularly make use of the area must be notified of the safe and proper procedure for the operation of the partition and safety system.
 - c. Staff training procedure must be reviewed by the NYSED office of Facilities Planning and pre-determined that it is compliant with the latest regulations.
 - d. Provide a staff training completion certificate for documentation of compliance, to be retained at appropriate building locations.

NOTES:

- a. **The suggested service interval is once a year by a certified technician**
- b. **Certified Technician includes an annual manufacturer's training course is successfully completed and documented.**
- c. **Certified technician includes OSHA training and 10 hour course.**
- d. **Certified technician includes an annual AAADM (American Association of Automatic Door Manufacturer's) training course is successfully completed and documented.**
- e. **Certified technician includes valid signed affidavit outlining knowledge of performing procedures.**

ELECTRICALLY OPERATED PARTITION MAINTENANCE:

The Commissioner's Regulation 155.25, Safety requirements for Electrically Operated Partitions, reads in part:

- (d) Safety requirements and operation guidelines for electrically operated partitions. The board of education, trustees, principal and other person in charge of every public or private school or educational institution within the State shall ensure that:
 - (2) A procedure is established for the notification of all school employees and all other persons who regularly make use of the area where such device is located of the safe and proper procedure for the operation of the mechanism. Records shall be maintained regarding the training provided.

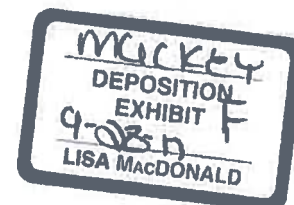
(4) Safety features shall not be tampered with, overridden or by-passed. All equipment must be maintained in accordance with the manufacturer's instructions, including the manufacturer's recommended service interval and records of such maintenance shall be permanently retained at the district or private school.

The Legislature requires these systems. It is imperative the school districts have installed and are maintaining them in the manner required.

From: Patrick DelloRusso <patd@safepathsystems.com>
Sent: Monday, November 23, 2009 12:23 PM
To: melissa.mackey@gymdoors.com
Subject:
Attach: Manufacturers Instructions.doc



Patrick DelloRusso
CEO
Safe Path Systems, LLC
516.754.2379
www.safepathsystems.com





Safe Path Systems, LLC- 147-20 184th Street, Jamaica, NY 11413

MANUFACTURER'S INSTRUCTIONS

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The Manufacturer's suggested service interval is at least annually.

These manufacturer's instructions precede and refer to qualifications, training, certified technicians, licensing and authorization, physical maintenance procedures, staff training procedures, education department regulations and satisfactory documentation of mandatory requirements.

Revised 2009 © U.S. Patent #5,244,030 Canadian Patent #2,101,376

ATTACHMENT INFO

Location: GDRI ESI Production (1369 of 8688)

From: Patrick DelloRusso
<patd@safepathsystems.com>

Sent: Monday, November 23, 2009 12:23 PM

Subject: RE: Revisions to company paperwork

Attachment: 2 of 2 (Manufacturers
Instructions.doc^Contents.QPH)

Comments: UNSUPPORTED OR EXCLUDED FILE TYPE

ATTACHMENT INFO

From: Melissa Mackey <melissa.mackey@gymdoors.com>
Sent: Wednesday, December 2, 2009 9:20 AM
To: 'Patrick DelloRusso' <patd@safepathsystems.com>
Subject: FW: Scan Job
Attach: SKMBT_C35309110311160.pdf

Is this what you want? Let me know. It is attached above.

Melissa

-----Original Message-----

From: Patrick DelloRusso [<mailto:patd@safepathsystems.com>]
Sent: Thursday, November 12, 2009 4:21 AM
To: steve.cole@gymdoors.com
Cc: melissa.mackey@gymdoors.com; kathy.cole@gymdoors.com
Subject: FW: Scan Job

Attached is YES inspections from dennis please review and confirm that it is legitimate

Patrick DelloRusso
CEO
Safe Path Systems, LLC
516.754.2379
www.safepathsystems.com

-----Original Message-----

From: Dennis Schwandtner [<mailto:dennis.schwandtner@theyesexperience.com>]
Sent: Tuesday, November 03, 2009 10:28 AM
To: 'Patrick DelloRusso'
Subject: FW: Scan Job

-----Original Message-----

From: yesscan@theyesexperience.com [<mailto:yesscan@theyesexperience.com>]
Sent: Tuesday, November 03, 2009 11:16 AM
To: dennis.schwandtner@theyesexperience.com
Subject: Scan Job

Your Scan Job has completed



SAFEPath INSPECTION TAGS

DISTRICT / SCHOOL	Safe Path Inspection Tag List.	OLD TAG Old Tag	NEW TAG New Tag	LOCATION	DATE COMPLETED	TECH. NAME
EAST HAMPTON						
East Hampton Middle School		1962		6702	APRIL 30, 2009	
East Hampton High School		NA		6286	APRIL 30, 2009	
East Hampton Elem School				956	APRIL 30, 2009	
PORT WASHINGTON						
Port Washington-Schreiber HS		3065		987	15-May-09	
Port Washington-Webber MS				946 Not SafePath	May 15, 2009	
				310	May 15, 2009	
Port Washington- John Daly E.S.				216 Not SafePath	May 15, 2009	
Port Washington- Goggenheim ES		2528		908	May 15, 2009	
Port Washington-Sousa ES		2370		892	May 15, 2009	
Port Washington- S. Salem ES				860 Not SafePath	May 15, 2009	
Port Washington- Manorhove ES		3046		557	May 15, 2009	
SMITHTOWN						
Smithtown Nesconset		900/921		2 units	APRIL 25, 2009	
Smithtown Mills Pond Elementary				793	APRIL 25, 2009	
Great Hollow MS		991/943			APRIL 25, 2009	
Accompsett MS				758	APRIL 25, 2009	
Smithtown East HS		177/834/874/873		4 units	APRIL 25, 2009	
Smithtown West				790	APRIL 25, 2009	
Smithtown Nesaquake				823	APRIL 25, 2009	
BEDFORD						
Bedford Fox Lane MS		913/935		2 units	July 7, 2009	
Bedford Fox Lane HS				1 unit	July 7, 2009	
PLAINEDGE						
Plainedge High School				649	July 30, 2009	
Plainedge Middle School				NEW SYSTEM	July 30, 2009	

SAFE PATH INSPECTION TAGS

BYRAM HILLS			
Byram Hills Coman Hill Elem	2895	366 Replacement unit	April 15, 2009
ISLAND TREES			
Island Trees Middle School	3820/3487 966/741	two units in gym	
DOBBS FERRY			
Dobbs Ferry Springhurst Elem	4083/4719 888/963		July 30, 2009
Dobbs Ferry HS/MS	5443/4124 309/168		July 30, 2009
MANHASSET			
Manhasset Shelter Rock Elem		848	Sept 8, 2009
Manhasset HS		877	Sept 8, 2009
Manhasset - Munsey Park		827	Sept 8, 2009
MASSAPEQUA			
Massapequa High School	268/370		August 1, 2009
Massapequa - Berner		464	August 1, 2009
Massapequa - Birch		819	August 1, 2009
Massapequa - Lockhart		710	August 1, 2009
EDGE MONT			
Edgemont HS	1673	994 Gym	August 20, 2009
Edgemont HS	1006	460 Aux Gym	August 20, 2009
Charles Abner			
Syosset Central School District			
99 Pell Lane			
Syosset, NY, 11791			
Baylis ES		432	September 23, 2009
South Woods		925	August 30, 2009
Thompson MS		973	August 30, 2009
		328	August 30, 2009
Wait Whitman Elem School		579	August 30, 2009

SAFE PATH INSPECTION TAGS

Amityville SCD					
Amityville Middle School				911	August 27, 2009
				713	August 27, 2009
				753	August 27, 2009
				763	August 27, 2009
Northeast				632	August 27, 2009
Northwest				83	August 27, 2009
Park Ave				817	New School
FREEMPORT UFSD					
High School - North	4998			551	August 25, 2009
High School - Main	4718			106	August 25, 2009
High School - South	4920			69	August 25, 2009
High School Aux Gym					August 25, 2009
Atkinson Intermediate				998	August 25, 2009
Giblyn E.S.	3711			833	August 25, 2009
OCEANSIDE SD- Robert Schloth					
Oceanside #4	3996			828 gym	Sept. 11, 2009
Oceanside #9	3343			965 gym	Sept. 11, 2009
Oceanside #8	2075			508 gym	Sept. 11, 2009
				289 gym	Sept. 11, 2009
Oceanside #6	na			964 gym	Sept. 11, 2009
Oceanside #5	na			5 gym	Sept. 11, 2009
Oceanside HS East Gym				752 gym	Sept. 11, 2009

SAFE PATH INSPECTION TAGS

Oceanside HS West Gym	916 gym	Sept. 11, 2009
Oceanside HS North Gym	926 gym	Sept. 11, 2009
Oceanside HS South Gym	gym	Sept. 11, 2009
Oceanside HS Aux	843 aux gym	Sept. 11, 2009
Oceanside HS Café	73 café	Sept. 11, 2009
Oceanside #3	932 gym	Sept. 11, 2009
Oceanside #2	912	
Kathy Cerreta		
Peekskill City School District		
1031 Elm Street		
Peekskill, NY, 10566		
Hillcrest	513 Pass	
Woodside E.S.	Compleat	
Oakside E.S.	60 Gym	
Middle School	New Curtain	
High School	Not complete	
Ron Ryan		
Eastport/South Manor Union Free School D		
543 Moriches Middle Island Road		
Manorville, NY, 11949		
Eastport Elem School	18	
Eastport High School		
Dayton Ave		
	1036	206
	1550	764

SAFE PATH INSPECTION TAGS

Steve Polidoro					
Island Park Union Free School District					
150 Trafalgar Boulevard					
Island Park, NY, 11558					
Hagerty Elem School	6265	560 Gym			
Dawn Cerrone					
Oyster Bay-E Norwich School District					
1 McCouns Lane					
Oyster Bay, NY, 11771					
Theodore Roosevelt Elem School	1567	951 gym			5-Oct-09 Dennis Schwandtner
Oyster Bay High School	4805	300			
	4939				
Dick Mondello					
Rocky Point Union Free District					
170 Route 25A					
Rocky Point, NY, 11778					
Frank Carastiti Elem					
Fred Koebel	1334	861 Gym			Dennis Schwandtner
Port Jefferson Union Free School Distri	1991	996		Oct 6 2009	
550 Scraggy Hill Road					
Port Jefferson, NY, 11777					
High School					
		749 Audit			
		40 Audit			
		875 Gym			

SAFE PATH INSPECTION TAGS

Gary Crowell Center Moriches Union Free School District 529 Main Street Center Moriches, NY, 11934				
Mike Breen Wyandanch Union Free District 1445 Dr. Martin Luther King Jr. Blvd Wyandanch, NY, 11798-3997				
	6455	646 Gym	October 23, 2009	Dennis Schwandtner
	6149	917 Gym	October 23, 2009	Dennis Schwandtner
	6168			
Joseph Ewald Levittown Union Free School District 150 Abbey Lane Levittown, NY, 11756				
Summit E.S. Northside School Division HS	2934	605 Gym	October 14, 2009	Dennis Schwandtner
	2798	750 Gym	October 14, 2009	Dennis Schwandtner
		769 Gym	October 14, 2009	Dennis Schwandtner
		Small Gym	October 14, 2009	Dennis Schwandtner
Wisdon Lane ES		Gym		
		Dance Room		

SAFEPATH INSPECTION TAGS

Joe Urbanowicz					
Ardsley Union Free School District					
500 Farm Road					
Ardsley, NY, 10502					
Concord Rd Elem School		425 Gym	29-Oct-09 Dennis		
Ardsley High School	4929	75 Gym	Oct 29 2009 Dennis		
Ardsley Middle School	4963	556 Gym	Oct 29 2009		
		Gym			
	4460	17 Café	Oct 29 2009	Dennis	

Current Districts

Baldwin

Valley Stream

Freeport

Elmont

Herricks

Island Park

Land Trees

Lawrence

Levittown

Lynbrook

Malvern

Massapequa

Oceanside

Oyster Bay

Plainedge

Port Washington

East Rockaway

Wantagh

Ardsey

Bedford

Byram Hills

New Rochelle

Tarrytown

Pearl River

Peekskill

Brewster

Wappingers

Amityville

Bay Shore

Center Moriches

East Hampton

Eastport

Lindenhurst

Patchogue

Port Jefferson

Sayville

South Huntington

William Floyd

Wyandanch

Smithtown

West Babylon

From: Melissa Mackey <melissa.mackey@gymdoors.com>
Sent: Thursday, December 3, 2009 1:04 PM
To: 'Patrick DelloRusso' <patd@safepathsystems.com>
Subject: RE: YES Parts

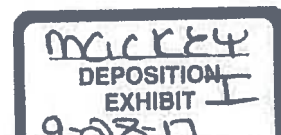
10 Key Cylinders and contact blocks were hand delivered to:

Young Equipment Sales Inc.
Dennis
325 Rabro Drive, Suite #1
Hauppauge, NY

10 Key Cylinders with contact blocks at \$84.00 a piece for a total of \$840.00

Please bill Y.E.S. Inc.

Thank You
Melissa Mackey



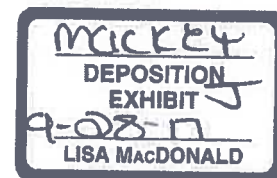
P020642

Kathy Cole

From: "Patrick DelloRusso" <patd@safepathsystems.com>
To: <steve.cole@gymdoors.com>
Cc: <kathy.cole@gymdoors.com>
Sent: Sunday, December 06, 2009 11:01 PM
Subject: meetings this week with facility directors
East Rockaway 12/7 10am, Levittown 12/8 1pm, Babylon 12/11 1pm



Patrick DelloRusso
President/CEO
Safe Path Systems, LLC
516.754.2379
www.safepathsystems.com



3/18/2011

P013005

From: Patrick DelloRusso <patd@safepathsystems.com>
Sent: Monday, December 7, 2009 6:10 AM
To: 'Melissa Mackey' <melissa.mackey@gymdoors.com>
Subject: alarm controls order

Melissa please order 4 control panels and ship to YES no job location as of yet it is for stock when I come in let me know how you place orders(phone or email) I will start doing them



Patrick DelloRusso
President/CEO
Safe Path Systems, LLC
516.754.2379
www.safepathsystems.com



From: Melissa Mackey <melissa.mackey@gymdoors.com>
Sent: Monday, December 7, 2009 8:30 AM
To: 'Patrick DelloRusso' <patd@safepathsystems.com>
Subject: RE: alarm controls order
Attach: image001.gif

I will handle it today. When Alarm controls is ready to ship I will send you confirmation.

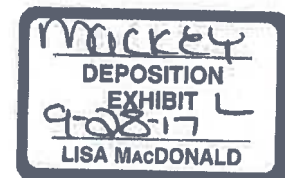
Melissa Mackey

From: Patrick DelloRusso [mailto:patd@safepathsystems.com]
Sent: Monday, December 07, 2009 6:10 AM
To: 'Melissa Mackey'
Subject: alarm controls order

Melissa please order 4 control panels and ship to YES no job location as of yet it is for stock when I come in let me know how you place orders(phone or email) I will start doing them



Patrick DelloRusso
President/CEO
Safe Path Systems, LLC
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Steve Cole

From: Steve Cole [steve.cole@gymdoors.com]
Sent: Tuesday, December 22, 2009 5:20 PM
To: Blackberry (stephen.cole1@sprint.blackberry.net)
Subject: FW: trying to reach you

From: Patrick DelloRusso [mailto:patd@safepathsystems.com]
Sent: Tuesday, December 22, 2009 12:16 PM
To: Steve Cole
Subject: Fwd: trying to reach you

See below your thoughts? Give me a call

Begin forwarded message:

From: Patrick DelloRusso <patd@safepathsystems.com>
Date: December 22, 2009 12:14:07 PM EST
To: Tri-State Folding Partition <tristatefolding@optonline.net>
Subject: Re: trying to reach you

Pete give me the names of the companies and the school districts they are working in contact #'s would be helpful. When I started in the metro area we had the same problem. I was able to resolve it and all the certified service centers are satisfied

On Dec 22, 2009, at 10:55 AM, Tri-State Folding Partition
<tristatefolding@optonline.net> wrote:

Pat,

I am in and out, but December is a busy month for us here. A couple of my concerns are, there are no guarantees to my company in regards to projected sales. That being the case, there is a commitment on my end, but not on yours. I am not sure how we get around the fact that there are a number of companies doing this and we have a problem with competitors low balling.

PS: our number on the website is incorrect.

Pete

Marie Delaney
Tri-State Folding Partitions Inc.
845-352-4944

-----Original Message-----

From: Patrick DelloRusso [mailto:patd@safepathsystems.com]
Sent: Monday, December 21, 2009 6:50 PM
To: tristatefolding@optonline.net



6/7/2010

P046990

Subject: trying to reach you

Pete I called your cell and left a message at your office give me a call

<safe_path_logo.gif>

Patrick DelloRusso
President/CEO
Safe Path Systems, LLC
516.754.2379
www.safepathsystems.com

6/7/2010

P046991

(53)

Steve Cole

From: Patrick DelloRusso [patd@safepathsystems.com]

Sent: Monday, January 04, 2010 8:35 AM

To: steve.cole@gymdoors.com

Cc: kathy.cole@gymdoors.com

Subject: reminder

meeting with Jonathon Hark this morning 10am



Patrick DelloRusso
President/CEO
Safe Path Systems, LLC
516.754.2379
www.safepathsystems.com



6/8/2010

P013011

4 (54)

Steve Cole

From: Patrick DelloRusso [patd@safepathsystems.com]

Sent: Monday, January 11, 2010 7:43 AM

To: steve.cole@gymdoors.com

Subject: FW:

BINGO!!!! STEVE TAKE A LOOK AT THIS GIVE THIS SOME THOUGHT GIVES US LEVERAGE WITH PETE AND RON

Patrick DelloRusso
President/CEO
Safe Path Systems, LLC
516.754.2379
www.safepathsystems.com

From: info@qaplaonline.com [mailto:info@qaplaonline.com]

Sent: Monday, January 11, 2010 4:24 AM

To: patd@safepathsystems.com

Subject:

Pat,

I am very much interested in becoming a Safe-Path dealer. I have installed quite a few units over the years. I'll give you a call this week; not sure which day yet. Fortunately we are rather busy.

Jim Petriello

Guardian Gym Equipment

845-353-1222

845-353-6846 fx

www.4-guardian.com

6/8/2010

P013006

From: Patrick DelloRusso <patd@safepathsystems.com>
Sent: Monday, January 25, 2010 12:47 PM
To: melissa.mackey@gymdoors.com
Subject: guardian
Attach: Guardian License Agreement.doc

Melissa attached is an agreement that Steve and I will make corrections to then you can save it



Patrick DelloRusso
President/CEO
Safe Path Systems, LLC
516.754.2379
www.safepathsystems.com



P020924

AGREEMENT

THIS AGREEMENT was entered into as of 02/01/10
by Guardian Gym Equipment and Safe Path Systems, LLC. (Known as SPS)

RECITALS

WHEREAS, SPS has developed and now sells an infrared safety device called the Safe Path System (the "System") and has acquired patents in the U.S. and Canada on the System, extensive production know-how and technical experience;

WHEREAS, SPS is the sole owner of the patent, know-how and technical expertise, in the form of plans, designs, drawings and specifications, manuals, processes, instructions and similar data (collectively, "Know-How") relating to the design, assembly and installation of the System;

WHEREAS, to the best of its knowledge, SPS is the sole owner of all rights and interests in the trade name "Safe Path" and any related trademarks, service marks, trade names, designs, logos and art work now used or registered by SPS (collectively, "Trade Names");

WHEREAS, Guardian Gym Equipment desires to acquire certain exclusive rights to use the System, the Trade Names and Know-How in the operable partitions industry, and to incorporate the System into its business practices and SPS is willing to grant such rights;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

AGREEMENT

Rights

1.1. Guardian Gym Equipment shall have the right to sell the System and system components in the operable partitions industry throughout New York State. SPS shall refer to a licensed and authorized dealer/service center and support all inquiries related to such.

REPRESENTATIONS Of Guardian Gym Equipment

2.1 Guardian Gym Equipment as SPS's sales representative shall use its best efforts to promote the sale of the System including but not limited to building owners, architects, general contractors and school district officials.

2.2 During the first year of the term of this Agreement Guardian Gym

shall pay to SPS the sum of One Thousand Four Hundred and Sixty Eight (\$1,468.00) Dollars for each system kit purchased. All purchases shall be pursuant to Guardian Gym Equipment written purchase orders, receipt of which shall be acknowledged by SPS in order to be binding, and upon acknowledgement shall be non-cancelable. All shipments by SPS pursuant to said orders shall be F.O.B. Deer Park, NY

2.3 All invoices by SPS to Guardian Gym Equipment shall be paid by Guardian Gym Equipment within thirty (30) days of date of shipment and invoice. Guardian Gym Equipment agrees to pay a service charge of 1 1/2% monthly on any invoice not paid within fifteen (15) days of its due date.

2.4 During the term of this agreement Guardian Gym Equipment shall not purchase or sell infrared safety devices from any source other than SPS for integration products unless SPS fails to provide the System in a reasonable manner or the System does not meet the standards in section 3.7

2.5 Guardian Gym Equipment agrees to purchase the following minimum quantities;

\$2,000 annually of Safe Path™ Life Safety Detection system components, kits, pocket intrusion system kits, OEM replacement parts. If these purchases are not made then the agreement will be terminated.

2.6 The parties acknowledge and agree that the per unit price of \$1,468.00 referred to in paragraph 2.2 foregoing is based upon reasonable mark up practices and refusing resale to organizations, agencies, competitors or companies which are not licensed by SPS.

2.7 Guardian Gym Equipment agrees that at no time will it incur or contract any debt or obligation in the name of SPS including, but not limited to any advertising expense, without prior written authorization from SPS, and Guardian Gym Equipment acknowledges and agrees it is not any agent of SPS for any purpose

2.8 During the term of this agreement Guardian Gym Equipment will provide no less than their current insurance coverage. During the term of this agreement Guardian Gym Equipment will maintain in full force and effect the following insurance policies and coverage naming SPS as an additional insured;

A. Commercial general liability coverage including contractual broad from coverage, products liability coverage, independent contractor coverage, broad from property damaged coverage, with limits not less than \$1,000,000/\$2,000,000.

B. Workmen's compensation coverage (All states statutory form) with limits not less than \$500,000/\$1,000,000.

C. Owner's Protective Liability coverage (All states statutory form) with limits not less than \$500,000/\$1,000,000.

D. Umbrella excess liability coverage of not less than \$3,000,000

2.9 The foregoing policies of insurance shall provide for and require sixty (60) days notice to SPS of cancellation, non renewal or substantial change in coverage.

2.10 SPS agrees to otherwise indemnify and hold SPS harmless with respect to any claim for wrongful death, bodily injury or property damage arising from any installation by Guardian Gym Equipment which includes the System subject of this Agreement.

2.11 SPS agrees to otherwise indemnify and hold Guardian Gym Equipment harmless with respect to any claim for wrongful death, bodily injury or property damage arising from any installation by guardian Gym Equipment which includes the System subject of this agreement

REPRESENTATIONS OF SPS

3.1 SPS shall maintain an inventory of not less than ten (10) standard units specifically for Guardian Gym Equipment and a reasonably sufficient supply of service parts.

3.2 SPS shall fulfill purchase order by shipment within four (4) weeks from date of acknowledgement of each purchase order, "over and above" the ten (10) units to be maintained in constant stock.

3.3 SPS shall provide certification training program for field technicians in New York State relating to all aspects of the system.

- A. Uniforms/ID badges/ Maintenance Completion Forms/Inspection forms/ electronic documentation information/hard copy materials/ documentation and info binder
- B. Invoice processing including \$75.00 fee per maintenance procedure completion.
- C. Provide office staff training relating to certificate posting and submitting procedures.

3.4 SPS shall provide to Guardian Gym Equipment technical support during the life of the term of this Agreement to assist Athletic Services in its development of dealer

training at SPS's training facility and various on site locations.

3.5 SPS shall otherwise render assistance to Guardian Gym Equipment within reasonable limits with respect to:

- A. NYSED Law 409-F and CR 155/25
- B. AAADM Requirements and information.
- C. Trouble shooting and repairs
- D. Development of promotional materials and product literature;
- E. Annual maintenance procedures;
- F. Lay-out and installation;
- G. Additional products and installation training to Athletic Services all related service personnel, including continuous technical assistance by certified technicians.
- H. Provide to Guardian Gym Equipment installation and owner/operator manuals as presently exist.

3.6 SPS has manufactured, packaged and is selling the System units in compliance with all applicable statutes, rules and regulations of the United States and Canada and that any disposal of the System units will not constitute "hazardous waste" under present EPA regulations.

3.7 When installed in accordance with SPS's installation instructions, the System unit will be free from defects in materials and workmanship and of merchantable quality and fit for their intended purpose as defined by the Uniform Commercial code as adopted in the State of New York, and that the System units will conform to the specifications set forth in SPS's promotional materials for One (1) year after delivery of Guardian Gym Equipment. customers. This warranty shall extend to the owner of the project in which the System unit is installed.

3.8 During the term of the Agreement SPS will maintain in full force and effect the following insurance policies and coverages, naming Guardian Gym Equipment as an additional insured:

- A. Commercial general liability coverage, products liability covers and automobile liability with units not less than \$1,000,000/\$2,000,000.
- B. Umbrella excess liability coverage of not less than \$3,000,000.

3.9 The foregoing policies of insurance shall provide for and require sixty (60) days written notice to Guardian Gym Equipment of cancellations, non-renewal or substantial change in coverage.

3.10 Investigate Alternative/Other manufacturer's safety detection systems, identify non-conformances with the current NYSED Requirements.

3.11 Promote upgrade modifications for integration with other manufacturer's systems to achieve compliance with current NYSED requirements.

3.12 Investigate Alternative/Other manufacturer's safety detection systems for infringing areas in design for documentation.

3.13 Technicians employed by Guardian Gym Equipment must successfully complete the manufacturer's certification training course annually and obtain and hold current affiliated association certifications.

3.14 Each technician employed by Guardian Gym Equipment must pay an annual manufacturer's certification fee of \$600.00 for initial certification upon the successful completion of the training course.

3.15 Each technician employed by Guardian Gym Equipment must pay an annual manufacturer's certification fee of \$400.00 (for continuation of certification) upon the successful completion of the training course.

3.16 Guardian Gym Equipment agrees to pay a one time licensing fee of \$2,200.00.

3.17 Provide compliance and monitoring program and certificates.

3.18 Provide discretionary inspection of completed projects.

TERM OF AGREEMENT

4.1 Unless sooner terminated in accordance with the provisions of this Agreement, the initial term of this Agreement is three (3) years from the date hereof.

4.2 Following the initial term, this agreement shall automatically be renewed for consecutive one (1) year terms, provided the minimum quantities and pricing agreed upon are met and neither party is then in material breach of the Agreement, and provided further that after the initial term either party may terminate this Agreement upon thirty (30) days written notice of termination to the other by certified mail return receipt requested.

4.3 "Material Breach" as defined for purposes of this Agreement shall include, but not limited to the following:

A. With respect to Guardian Gym Equipment

1. Failure to pay SPS's invoices in accordance with agreed terms.
2. Failure within any one (1) year to purchase the minimum quantities of the System kits and or system components referred to in paragraph 2.6 herein foregoing.
3. Failure to fulfill any of representations upon demand as set forth in paragraphs 2.1 through 2.11 of this Agreement.

B. With respect to SPS

1. Failure to fulfill any of the representations upon demand as set forth in paragraphs 3.1 through 3.10 of this Agreement.

5.0 The parties mutually acknowledge that they have not held themselves as agent, joint venturer or partner of the other, and that they shall not hereafter do so. The parties acknowledge that neither is authorized to make any contract agreement, warranty or representation on behalf of or binding upon the other or to create any obligation, express or implied on behalf of the other.

6.0 Except as provided for in paragraph 5 herein foregoing, neither party shall assign, transfer, convey or encumber this Agreement of the rights nor interests hereunder without the other party's prior written consent and any assignment of rights hereunder shall require the assignee to affirmatively assure all obligations and duties under this Agreement.

7.0 Failure of either party to complain of any act or omission on the part of the other party shall not waive any of that party's rights hereunder. No waiver by either party, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement or any subsequent breach. A party's consent to or approval of any action on one occasion shall not be deemed a consent to or approval of any other action or the same action on any subsequent occasion.

8.0 In any term of this Agreement or the application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Agreement of application of such term or provision to other persons or circumstances shall not be affected thereby; and each term, covenant, condition or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9.0 Notices under this Agreement shall be effective upon receipt and shall be sent by registered or certified mail to the following;

- (a) Safe Path Systems, LLC- 147-20 184th Street, Jamaica, NY 11413
- 10.0 This Agreement shall be interpreted and governed by the laws of the State

Of New York and any dispute arising hereunder shall be submitted to and resolved by arbitration through the American Arbitration Association in New York.

11.0 This writing constitutes the entire agreement between the parties and no oral statements or representations not contained herein, and no prior writings shall have any force or effect.

12.0 If by reason of a force majeure, either party is unable to carry out any of its obligations under this Agreement, the obligations of such party shall be suspended to the extent necessary. Such party shall give prompt written notice and verification to the other party of the nature and probable duration of such force majeure. "Force Majeure" for purposes of this Agreement is defined as Acts of God, legislation, regulations or interpretations of regulations by any governmental or judicial body, acts of the public enemy, riots, strikes, labor disputes, labor or supply shortages, fires, explosives, flood interruptions in transportation, or other causes beyond the reasonable control of the party affected which in whole or in part prevent its performance hereunder.

Safe Path Systems, LLC

By: _____

Guardian Gym Equipment

By: _____

From: Melissa Mackey <melissa.mackey@gymdoors.com>
Sent: Monday, January 25, 2010 3:21 PM
To: 'Patrick DelloRusso' <patd@safepathsystems.com>
Subject: RE: guardian
Attach: Guardian License Agreement.doc; image001.gif

Pat,

Attached is the revision.

Melissa ☺

From: Patrick DelloRusso [mailto:patd@safepathsystems.com]
Sent: Monday, January 25, 2010 12:47 PM
To: melissa.mackey@gymdoors.com
Subject: guardian

Melissa attached is an agreement that Steve and I will make corrections to then you can save it



Patrick DelloRusso
President/CEO
Safe Path Systems, LLC
516.754.2379
www.safepathsystems.com



AGREEMENT

THIS AGREEMENT was entered into as of 02/01/10
by Guardian Gym Equipment and Safe Path Systems, LLC. (Known as SPS)

RECITALS

WHEREAS, SPS has developed and now sells an infrared safety device called the Safe Path System (the "System") and has acquired patents in the U.S. and Canada on the System, extensive production know-how and technical experience;

WHEREAS, SPS is the sole owner of the patent, know-how and technical expertise, in the form of plans, designs, drawings and specifications, manuals, processes, instructions and similar data (collectively, "Know-How") relating to the design, assembly and installation of the System;

WHEREAS, to the best of its knowledge, SPS is the sole owner of all rights and interests in the trade name "Safe Path" and any related trademarks, service marks, trade names, designs, logos and art work now used or registered by SPS (collectively, "Trade Names");

WHEREAS, Guardian Gym Equipment desires to acquire certain exclusive rights to use the System, the Trade Names and Know-How in the operable partitions industry, and to incorporate the System into its business practices and SPS is willing to grant such rights;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

AGREEMENT

Rights

1.1. Guardian Gym Equipment shall have the right to sell the System and system components in the operable partitions industry in all Counties throughout New York State excluding Nassau, Suffolk and New York City's (5) five Boroughs. SPS shall refer to a licensed and authorized dealer/service center and support all inquiries related to such.

REPRESENTATIONS Of Guardian Gym Equipment

2.1 Guardian Gym Equipment as SPS's sales representative shall use its best efforts to promote the sale of the System including but not limited to building owners, architects, general contractors and school district officials.

2.2 During the first year of the term of this Agreement Guardian Gym

shall pay to SPS the sum of One Thousand Four Hundred and Sixty Eight (\$1,468.00) Dollars for each system kit purchased (volume discount schedule applies). Annual volume discount schedule is 10-15 Safe Path System kits less 10% and 16+ Safe Path System kits less 15%. All purchases shall be pursuant to Guardian Gym Equipment written purchase orders, receipt of which shall be acknowledged by SPS in order to be binding, and upon acknowledgement shall be non-cancelable. All shipments by SPS pursuant to said orders shall be F.O.B. Deer Park, NY

2.3 All invoices by SPS to Guardian Gym Equipment shall be paid by Guardian Gym Equipment within thirty (30) days of date of shipment and invoice. Guardian Gym Equipment agrees to pay a service charge of 1 1/2% monthly on any invoice not paid within fifteen (15) days of its due date.

2.4 During the term of this agreement Guardian Gym Equipment shall not purchase or sell infrared safety devices from any source other than SPS for integration products unless SPS fails to provide the System in a reasonable manner or the System does not meet the standards in section 3.7

2.5 Guardian Gym Equipment agrees to purchase the following minimum quantities;

\$2,000 annually of Safe Path™ Life Safety Detection system components, kits, pocket intrusion system kits, OEM replacement parts. If these purchases are not made then the agreement will be terminated.

2.6 The parties acknowledge and agree that the per unit price of \$1,468.00 referred to in paragraph 2.2 foregoing is based upon reasonable mark up practices and refusing resale to organizations, agencies, competitors or companies which are not licensed by SPS.

2.7 Guardian Gym Equipment agrees that at no time will it incur or contract any debt or obligation in the name of SPS including, but not limited to any advertising expense, without prior written authorization from SPS, and Guardian Gym Equipment acknowledges and agrees it is not any agent of SPS for any purpose

2.8 During the term of this agreement Guardian Gym Equipment will provide no less than their current insurance coverage. During the term of this agreement Guardian Gym Equipment will maintain in full force and effect the following insurance policies and coverage naming SPS as an additional insured;

A. Commercial general liability coverage including contractual broad from coverage, products liability coverage, independent contractor coverage, broad from property damaged coverage, with limits not less than \$1,000,000/\$2,000,000.

B. Workmen's compensation coverage (All states statutory form) with limits not less than \$500,000/\$1,000,000.

C. Owner's Protective Liability coverage (All states statutory form) with limits not less than \$500,000/\$1,000,000.

D. Umbrella excess liability coverage of not less than \$3,000,000

2.9 The foregoing policies of insurance shall provide for and require sixty (60) days notice to SPS of cancellation, non renewal or substantial change in coverage.

2.10 SPS agrees to otherwise indemnify and hold SPS harmless with respect to any claim for wrongful death, bodily injury or property damage arising from any installation by Guardian Gym Equipment which includes the System subject of this Agreement.

2.11 SPS agrees to otherwise indemnify and hold Guardian Gym Equipment harmless with respect to any claim for wrongful death, bodily injury or property damage arising from any installation by guardian Gym Equipment which includes the System subject of this agreement

REPRESENTATIONS OF SPS

3.1 SPS shall maintain an inventory of not less than ten (4) standard units specifically for Guardian Gym Equipment and a reasonably sufficient supply of service parts.

3.2 SPS shall fulfill purchase order by shipment within four (4) weeks from date of acknowledgement of each purchase order, "over and above" the ten (4) units to be maintained in constant stock.

3.3 SPS shall provide certification training program for field technicians in New York State relating to all aspects of the system.

- A. Uniforms/ID badges/ Maintenance Completion Forms/Inspection forms/ electronic documentation information/hard copy materials/ documentation and info binder
- B. Invoice processing including \$90.00 fee per maintenance procedure completion.
- C. Provide office staff training relating to certificate posting and submitting procedures.

3.4 SPS shall provide to Guardian Gym Equipment technical support during the life of the term of this Agreement to assist Guardian Gym Equipment in its development of dealer

training at SPS's training facility and various on site locations.

3.5 SPS shall otherwise render assistance to Guardian Gym Equipment within reasonable limits with respect to:

- A. NYSED Law 409-F and CR 155/25
- B. AAADM Requirements and information.
- C. Trouble shooting and repairs
- D. Development of promotional materials and product literature;
- E. Annual maintenance procedures;
- F. Lay-out and installation;
- G. Additional products and installation training to Athletic Services

all related service personnel, including continuous technical assistance by certified technicians.

H. Provide to Guardian Gym Equipment installation and owner/operator manuals as presently exist.

3.6 SPS has manufactured, packaged and is selling the System units in compliance with all applicable statutes, rules and regulations of the United States and Canada and that any disposal of the System units will not constitute "hazardous waste" under present EPA regulations.

3.7 When installed in accordance with SPS's installation instructions, the System unit will be free from defects in materials and workmanship and of merchantable quality and fit for their intended purpose as defined by the Uniform Commercial code as adopted in the State of New York, and that the System units will conform to the specifications set forth in SPS's promotional materials for One (1) year after delivery of Guardian Gym Equipment. customers. This warranty shall extend to the owner of the project in which the System unit is installed.

3.8 During the term of the Agreement SPS will maintain in full force and effect the following insurance policies and coverages, naming Guardian Gym Equipment as an additional insured:

A. Commercial general liability coverage, products liability covers and automobile liability with units not less than \$1,000,000/\$2,000,000.

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3.11 Promote upgrade modifications for integration with other manufacturer's systems to achieve compliance with current NYSED requirements.

3.12 Investigate Alternative/Other manufacturer's safety detection systems for infringing areas in design for documentation.

3.13 Technicians employed by Guardian Gym Equipment must successfully complete the manufacturer's certification training course annually and obtain and hold current affiliated association certifications.

3.14 Each technician employed by Guardian Gym Equipment must pay an annual manufacturer's certification fee of \$600.00 for initial certification upon the successful completion of the training course.

3.15 Each technician employed by Guardian Gym Equipment must pay an annual manufacturer's certification fee of \$400.00 (for continuation of certification) upon the successful completion of the training course.

3.16 Guardian Gym Equipment agrees to pay a one time licensing fee of \$2,200.00.

3.17 Provide compliance and monitoring program and certificates.

3.18 Provide discretionary inspection of completed projects.

TERM OF AGREEMENT

4.1 Unless sooner terminated in accordance with the provisions of this Agreement, the initial term of this Agreement is three (3) years from the date hereof.

4.2 Following the initial term, this agreement shall automatically be renewed for consecutive one (1) year terms, provided the minimum quantities and pricing agreed upon are met and neither party is then in material breach of the Agreement, and provided further that after the initial term either party may terminate this Agreement upon thirty (30) days written notice of termination to the other by certified mail return receipt requested.

4.3 "Material Breach" as defined for purposes of this Agreement shall include, but not limited to the following:

A. With respect to Guardian Gym Equipment

1. Failure to pay SPS's invoices in accordance with agreed terms.
2. Failure within any one (1) year to purchase the minimum quantities of the System kits and or system components referred to in paragraph 2.6 herein foregoing.
3. Failure to fulfill any of representations upon demand as set forth in paragraphs 2.1 through 2.11 of this Agreement.

B. With respect to SPS

1. Failure to fulfill any of the representations upon demand as set forth in paragraphs 3.1 through 3.10 of this Agreement.

5.0 The parties mutually acknowledge that they have not held themselves as agent, joint venturer or partner of the other, and that they shall not hereafter do so. The parties acknowledge that neither is authorized to make any contract agreement, warranty or representation on behalf of or binding upon the other or to create any obligation, express or implied on behalf of the other.

6.0 Except as provided for in paragraph 5 herein foregoing, neither party shall assign, transfer, convey or encumber this Agreement of the rights nor interests hereunder without the other party's prior written consent and any assignment of rights hereunder shall require the assignee to affirmatively assure all obligations and duties under this Agreement.

7.0 Failure of either party to complain of any act or omission on the part of the other party shall not waive any of that party's rights hereunder. No waiver by either party, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement or any subsequent breach. A party's consent to or approval of any action on one occasion shall not be deemed a consent to or approval of any other action or the same action on any subsequent occasion.

8.0 In any term of this Agreement or the application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Agreement of application of such term or provision to other persons or circumstances shall not be affected thereby; and each term, covenant, condition or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9.0 Notices under this Agreement shall be effective upon receipt and shall be sent by registered or certified mail to the following;

(a) **Safe Path Systems, LLC- 147-20 184th Street, Jamaica, NY 11413**

10.0 This Agreement shall be interpreted and governed by the laws of the State Of New York and any dispute arising hereunder shall be submitted to and resolved by arbitration through the American Arbitration Association in New York.

11.0 This writing constitutes the entire agreement between the parties and no oral statements or representations not contained herein, and no prior writings shall have any force or effect.

12.0 If by reason of a force majeure, either party is unable to carry out any of its obligations under this Agreement, the obligations of such party shall be suspended to the extent necessary. Such party shall give prompt written notice and verification to the other party of the nature and probable duration of such force majeure. "Force Majeure" for purposes of this Agreement is defined as Acts of God, legislation, regulations or interpretations of regulations by any governmental or judicial body, acts of the public enemy, riots, strikes, labor disputes, labor or supply shortages, fires, explosives, flood interruptions in transportation, or other causes beyond the reasonable control of the party affected which in whole or in part prevent its performance hereunder.

Safe Path Systems, LLC

By: _____

Guardian Gym Equipment

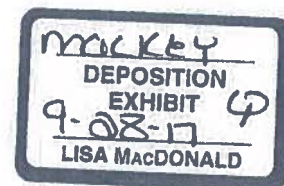
By: _____

From: Patrick DelloRusso <patd@safepathsystems.com>
Sent: Monday, January 25, 2010 7:32 PM
To: melissa.mackey@gymdoors.com
Cc: steve.cole@gymdoors.com
Subject: modern fold styles license agreement

Melissa please discuss with Steve the changes to be made to guardian license agreement to fit modern fold and forward to me thx



Patrick DelloRusso
President/CEO
Safe Path Systems, LLC
516.754.2379
www.safepathsystems.com



From: Melissa Mackey <melissa.mackey@gymdoors.com>
Sent: Tuesday, January 26, 2010 8:59 AM
To: 'Patrick DelloRusso' <patd@safepathsystems.com>
Subject: RE: modern fold styles license agreement
Attach: image001.gif

As soon as he gets in I will discuss it with him ☺

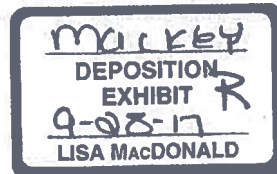
Melissa

From: Patrick DelloRusso [mailto:patd@safepathsystems.com]
Sent: Monday, January 25, 2010 7:32 PM
To: melissa.mackey@gymdoors.com
Cc: steve.cole@gymdoors.com
Subject: modern fold styles license agreement

Melissa please discuss with Steve the changes to be made to guardian license agreement to fit modern fold and forward to me thx



Patrick DelloRusso
President/CEO
Safe Path Systems, LLC
516.754.2379
www.safepathsystems.com



From: Patrick DelloRusso <patd@safepathsystems.com>
Sent: Wednesday, February 3, 2010 1:34 PM
To: 'Melissa Mackey' <melissa.mackey@gymdoors.com>
Subject: RE: Safe Path Annual Maintenance Certificates

Thx Melissa I'll try to get there today

Sincerely,



Patrick DelloRusso
President/CEO
Safe Path Systems, LLC
516.754.2379
www.safepathsystems.com

From: Melissa Mackey [mailto:melissa.mackey@gymdoors.com]
Sent: Wednesday, February 03, 2010 12:48 PM
To: 'Patrick DelloRusso'
Subject: RE: Safe Path Annual Maintenance Certificates

Pat,

All of the required Certificates for YES Inc. are on your desk as you requested.

Melissa ☺



Page 1 of 1

Steve Cole

From: Patrick DelloRusso [pald@safepathsystems.com]

Sent: Tuesday, February 16, 2010 9:38 PM

To: steve.cole@gymdoors.com

Subject: meeting tomorrow

Steve Im meeting with fred koebel 12pm I will call you when Im finished

Sincerely,



Patrick DelloRusso
President/CEO
Safe Path Systems, LLC
516.754.2379
www.safepathsystems.com

12/18/2012

P013012

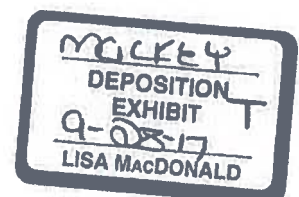
From: Patrick DelloRusso <patd@safepathsystems.com>
Sent: Monday, February 22, 2010 9:32 AM
To: Steve Cole <steve.cole@gymdoors.com>
Cc: Melissa Mackey <melissa.mackey@gymdoors.com>
Subject: Modernfold

Mark just called again still no delivery please check again that it was shipped to n j facility

Patrick DelloRusso, CEO
Safe Path Systems, LLC
516.754.2379
www.safepathsystems.com

Sincerely,

Patrick DelloRusso



From: Melissa Mackey <melissa.mackey@gymdoors.com>
Sent: Monday, February 22, 2010 11:04 AM
To: 'Patrick DelloRusso' <patd@safepathsystems.com>
Subject: RE: IS 391 SafePath

Yes that is the address that I have from the previous email. The pick up has already been picked up by UPS.

Melissa Mackey

From: Patrick DelloRusso [mailto:patd@safepathsystems.com]
Sent: Monday, February 22, 2010 10:48 AM
To: Melissa Mackey
Subject: Fwd: IS 391 SafePath

Here is the address

Sincerely,

Patrick DelloRusso

Begin forwarded message:

From: Mark Gehrke <mgehrke@modernfoldstyles.com>
Date: February 22, 2010 9:29:33 AM EST
To: "Patd (E-mail)" <patd@safepathsystems.com>
Subject: IS 391 SafePath

Patrick,

Please confirm that this order is going to our NJ office
Modenfold/Styles Inc
15 Empire Blvd
South Hackensack, NJ 07606

Mark Gehrke
Modernfold/Styles
79 Hempstead Gardens Dr
West Hempstead, NY 11552
Phone: 516-292-4100
Fax: 516-292-4140



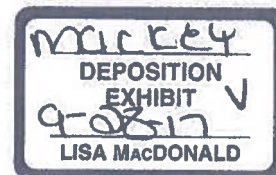
From: Patrick DelloRusso <patd@safepathsystems.com>
Sent: Monday, February 22, 2010 1:18 PM
To: Melissa Mackey <melissa.mackey@gymdoors.com>
Cc: Steve Cole <steve.cole@gymdoors.com>
Subject: Modernfold

Don't ship I spoke to John he is overnighting it he tried to reach you
both several times last week and didn't get a response we need to
figure this out moving forward or we will loose modernfold

Patrick DelloRusso, CEO
Safe Path Systems, LLC
516.754.2379
www.safepathsystems.com

Sincerely,

Patrick DelloRusso



From: Patrick DelloRusso <patd@safepathsystems.com>
Sent: Wednesday, February 24, 2010 9:47 AM
To: Steve Cole <steve.cole@gymdoors.com>
Cc: Melissa Mackey <melissa.mackey@gymdoors.com>
Subject: Control Panel

Steve I need a control panel for athletic service do u have 1 at your office that I can pick up if so please have it packed and let me know when to pick it up

Patrick DelloRusso, CEO
Safe Path Systems, LLC
516.754.2379
www.safepathsystems.com

Sincerely,

Patrick DelloRusso



From: Patrick Dellorusso <pdr129@gmail.com>
Sent: Wednesday, February 24, 2010 2:29 PM
To: Melissa Mackey <melissa.mackey@gymdoors.com>
Subject: Re: Control Panel

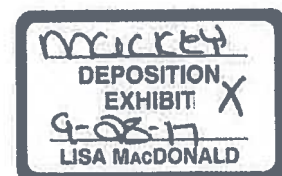
Yes please do leave it near the door marked so I know it's there thx

Sincerely,

Patrick DelloRusso

On Feb 24, 2010, at 2:29 PM, "Melissa Mackey" <melissa.mackey@gymdoors.com> wrote:

> I don't know if he responded to you but I know I have a control
> panel here.
> Let me know if you want me to pack it up let me know.
>
> Melissa :)
>
> -----Original Message-----
> From: Patrick DelloRusso [<mailto:patd@safepathsystems.com>]
> Sent: Wednesday, February 24, 2010 9:47 AM
> To: Steve Cole
> Cc: Melissa Mackey
> Subject: Control Panel
>
> Steve I need a control panel for athletic service do u have 1 at your
> office that I can pick up if so please have it packed and let me know
> when to pick it up
>
>
> Patrick DelloRusso, CEO
> Safe Path Systems, LLC
> 516.754.2379
> www.safepathsystems.com
>
>
> Sincerely,
>
> Patrick DelloRusso
>



From: Melissa Mackey <melissa.mackey@gymdoors.com>
Sent: Wednesday, February 24, 2010 3:50 PM
To: 'Patrick Dellorusso' <pdr129@gmail.com>
Subject: RE: Control Panel

It will be marked athletic services by the front door.

-----Original Message-----

From: Patrick Dellorusso [<mailto:pdr129@gmail.com>]
Sent: Wednesday, February 24, 2010 2:29 PM
To: Melissa Mackey
Subject: Re: Control Panel

Yes please do leave it near the door marked so I know it's there thx

Sincerely,

Patrick DelloRusso

On Feb 24, 2010, at 2:29 PM, "Melissa Mackey" <melissa.mackey@gymdoors.com> wrote:

> I don't know if he responded to you but I know I have a control
> panel here.
> Let me know if you want me to pack it up let me know.
>
> Melissa :)

> -----Original Message-----

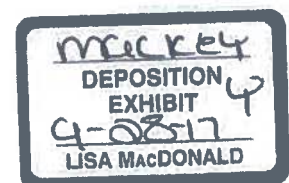
> From: Patrick DelloRusso [<mailto:patrick@safepathsystems.com>]
> Sent: Wednesday, February 24, 2010 9:47 AM
> To: Steve Cole
> Cc: Melissa Mackey
> Subject: Control Panel
>

> Steve I need a control panel for athletic service do u have 1 at your
> office that I can pick up if so please have it packed and let me know
> when to pick it up
>

> Patrick DelloRusso, CEO
> Safe Path Systems, LLC
> 516.754.2379
> www.safepathsystems.com
>

> Sincerely,

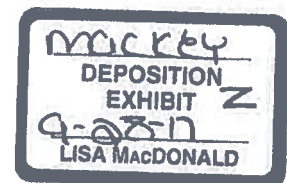
> Patrick DelloRusso
>



From: Melissa Mackey <melissa.mackey@gymdoors.com>
Sent: Wednesday, February 24, 2010 3:51 PM
To: 'Patrick DelloRusso' <patd@safepathsystems.com>
Subject: RE: East Meadow

I was calling on maintenance calls and East Meadow told me that they gave the job to YES sales. Please check that he paid Safe path systems for the service. Thank You

Melissa



From: Patrick DelloRusso <patd@safepathsystems.com>
Sent: Thursday, February 25, 2010 6:33 AM
To: 'Melissa Mackey' <melissa.mackey@gymdoors.com>
Cc: steve.cole@gymdoors.com
Subject: RE: East Meadow

thank you I have been calling districts myself to see who is doing inspections I am aware of that

Sincerely,

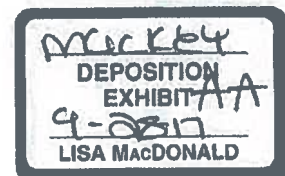


Patrick DelloRusso
President/CEO
Safe Path Systems, LLC
516.754.2379
www.safepathsystems.com

From: Melissa Mackey [mailto:melissa.mackey@gymdoors.com]
Sent: Wednesday, February 24, 2010 3:51 PM
To: 'Patrick DelloRusso'
Subject: RE: East Meadow

I was calling on maintenance calls and East Meadow told me that they gave the job to YES sales. Please check that he paid Safe path systems for the service. Thank You

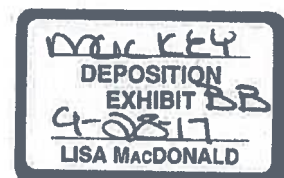
Melissa



From: Melissa Mackey <melissa.mackey@gymdoors.com>
Sent: Monday, March 1, 2010 11:48 AM
To: 'Patrick DelloRusso' <patd@safepathsystems.com>
Subject: RE: Hauppauge

Once again I was calling my customers in regards to the past due maintenance. Hauppauge UFSD was done in January of 2010 by YES. I wanted to make sure YES was being billed for the PMS.

Thank You
Melissa Mackey ☺



Nov 05 09 01:06p

John Santiago

914 893 7221

p.1

From: Cathy.schombs@theyesexperience

10/30/2009 15:05

#438 P.001/001



△ PAT MUST DISCUSS
w/ DENNIS ...
(NOT GOOD)

325 Rabro Dr.
Hauppauge, NY 11788
Phone: (831) 582-5900
Fax: (831) 582-9520
www.TheYesExperience.com

* DENNIS STOLE THIS WORK.
* WE'VE DONE THE PMS AT
ARDSLEY THE PAST FEW YEARS.

QUOTATION

Date	Quote #
10/30/09	YESQ15347

* SC GAVE A DISCOUNT c \$399.-
EACH

Sold To: Ardsley Union Free School District
John Santiago
Ardsley Middle School
Ardsley
NY 10502
Phone: (914) 893-7564
Fax: (914) 893-7221

Ship To:

Phone:
Fax:

BECAUSE THEY
WERE A LOU
CUSTOMER AN
ONE OF THE
DISTRICTS WH
HAVE ALWAYS
DONE THE MAI

Qty	Description	Unit Price	Ext. Price
	Concord Rd Elem School		
1	After completing Inspection and Preventative Maintenance the following is required to be repaired. Repair intrusion system. Redirect pocket sensors to cover 100% of pocket area.		
	Ardsley High School		
1	After completing Inspection and Preventative Maintenance the following repairs are recommended. Recable one side of the partitions. Cable is worn and damaged.		
	Ardsley Middle School		
1	After completing Inspection and Preventative Maintenance the following are required for SafePath Certificate. Must repair intrusion system. Damaged SafePath Panel. Provide and install new panel. Recommend relocating master key switch outside of safe zone.		
Total Material, Freight and Installation			

We look forward to being of service to you.
Very truly yours,

Dennis Schwandtner

Continuously striving to provide the Best in the World products, installation inspections in your classroom, corridor, library, cafeteria, gymnasium, and

Steve, (important)
Ardsley called he said
Dennis @ YES. was awarded
the PMS. He was lower in
price (he shouldn't be!)
John wants to know if
we installed the SP
incorrectly because
supposedly Dennis told
him we installed incorrectly
we have not done PMS
in 2 years.

also if you could
price the repairs
above so he can see
if were lower in price



Melissa
P.S. Pat DeLalusso asked
you to speak to him about
this.

P010773

Steve Cole

From: Melissa Mackey [melissa.mackey@gymdoors.com]
Sent: Friday, October 22, 2010 11:08 AM
To: patricia.harris@ag.ny.gov
Cc: 'Steve Cole'
Subject: RE: Student health and safety

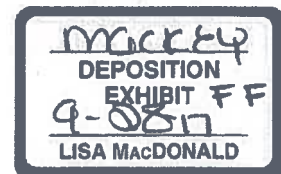
Good morning Patricia,

I was hoping you could forward a message to the Deputy Attorney General for me.
I wanted to let him know that I had two very productive meetings this week.
The First was with NYSED: Mr. Chuck Szuberla and Mrs. Louise Decandia.
The second was with Mrs. Devra Nusbaum.
I feel confident that New York State is going to follow the appropriate action that New York City is taking, which will ultimately ensure student safety.

Sincerely Mrs. Kathleen Cole

PS. I hope you have a nice weekend.

Gym Door Repairs, inc.
685 E Jericho Tpke
Huntington Station, NY 11746
P 631 549 8745
F 631 424 0406



10/25/2010

P012880

From: Melissa Mackey <melissa.mackey@gymdoors.com>
Sent: Friday, October 29, 2010 10:29 AM
To: 'kathy.cole@gymdoors.com'
Subject: FW: Student Health & Safety Issue

From: Melissa Mackey [mailto:melissa.mackey@gymdoors.com]
Sent: Wednesday, October 20, 2010 3:22 PM
To: 'ldecandi@mail.nysed.gov'
Subject: Student Health & Safety Issue

Dear Louise,

It was a pleasure meeting with you yesterday. Here is the contact information for the investigators and some additional information that I thought you would find helpful. Please forward this information along to Mr. Chuck Szuberla. I appreciate you being involved with all correspondence with both the NYC Dept of Investigation as well as the Federal Bureau of Investigations.

We met the following investigators in regard to our concerns with this safety issue.

1. Thomas Finnell,
Chief Investigator
Special Commissioner of Investigation for the New York City School District
212-510-1439 P
212-510-1550 F
2. Michael S. Bisogna,
Supervising Investigator
Special Commissioner of Investigation for the New York City School District
212-510-1411 P
212-510-1550 F

They referred us to the US attorney, who then referred us to the FBI, Intake Investigator, St Claire.

3. Ms. St. Claire,
Investigator
Federal Bureau of Investigations Intake Investigator
631 501-8600
Fax 501-8737

The following individual is the owner of Guardian Gym Equipment, who submitted hundreds of false submittal packages to the NYSED Office of Facilities Planning, endangering children's safety and wasting taxpayer dollars.

4. Jim Petriello,
President of Guardian Gym Equipment
PO Box 680
Nyack, NY 10960
1 (877)-gym-repair

845-353-6846

The following individual, Dennis Schwandtner is linked with Patrick Dellorusso, the short-termed, corrupt ex-employee of Gym Door Repairs, Inc..

Mr. Schwandtner is currently bypassing and tampering with the safety systems throughout much of Long Island and New York City. His unethical training classes throughout the city is teaching employees how to also bypass the system, which lead us to the Department of Investigation.

5. Dennis Schwandtner, President.

Y.E.S Inc. / Young Equipment Sales, Inc.
325 Rabro Drive, Suite #1
Hauppauge, NY 11788
631 582-5900
Fax 582-9520
Dennis@TheYesExPerience.com

The following individual, Dan Campo was also introduced to us by our corrupt ex-employee, Patrick Dellorusso. He offered the assistance for the nominal fee, of his IT professional, Mr. Michael Kaye to revamp our Safe Path Web Site and our monitoring program. He purchased additional similar domain names in addition to www.safepath.com with the intention of stealing both the website and monitoring program thereby crippling my company (Gym Door Repairs, Inc.) along with the help of YES, Inc and LI Automatic Doors who are working together with Mr. Dellorusso, in deceiving tax payers and endangering the children of the state.

6. Dan Campo: General Manager

Long Island Automatic Doors
Corporate Offices and retail store
26 W Old Country Rd
Hicksville, NY 11801
516-931-2273 p
Fax 931-7334
Attn: Mr. Dan Campo: General Manager

LI Automatic Doors
Sales, Warehouse and Dispatch Center
85 South Terminal Drive
Plainview NY 11803
516-931-2273 p
516-931-2369 f

Please be aware that we had a very productive meeting with Mrs. Debra Nusbaum, the legislative director for Mrs. Katherine Nolan. As mentioned in our meeting, I requested that there be an investigation into the SFMI non-profit organization, started by Mr. Carl Thurneau in 2003.

We have numerous meetings throughout the week and I will be back to our office on Monday, October 25th. Please feel free to contact me on my cell phone (631) 521-9838 if I can be of any further assistance to you.

I would strongly urge you to contact Mr. Gerald Couse, the recently retired code compliance specialist from the NYSED Office of Facilities Planning. He had extensive knowledge specific to this project.

I would like to sincerely thank you for addressing my concerns.

Respectfully yours,
Mrs. Kathleen Cole

Gym Door Repairs, inc.
685 E Jericho Tpke
Huntington Station, NY 11746
P 631 549 8745
F 631 424 0406